

Horsham District Council Garden Waste Service Terms and Conditions 2019/20

Horsham District Council provides an opt-in chargeable collection service for household garden waste, referred to as 'the service' in this document. Throughout these Terms and Conditions, 'you' refers to the householder and 'HDC' refers to Horsham District Council. By paying for the service you accept these terms and conditions.

1. Service Description

You have agreed to pay Horsham District Council to collect your garden waste placed in an approved wheeled bin at the price detailed below. The period of service runs from 1st April 2019 to 31st March 2020. The service is available to all households in the district except where collections are not practicable, in which case alternative collection arrangements may be offered.

2. Collection Arrangements

Garden waste will be collected every two weeks on a specified day, except during the Christmas period when the service will be suspended for two weeks, totalling 25 scheduled collections during the year. A collection schedule is available on HDC's [website](#) or on request.

When your payment is received a membership sticker will be posted to you within 20 working days and which must be displayed on the bin to ensure it is emptied.

Your bin(s) must be presented at your specified collection point by 06:00 on your collection day. After emptying, your bin(s) will be returned to the collection point. If the bins are not emptied due to error or omission by HDC then upon notification, arrangements will be made to return and empty them.

If it is not possible to empty your bin due to circumstances beyond HDC's control, such as adverse weather or vehicle access problems, attempts will be made to return and empty the bin where practicable however collections cannot be guaranteed. In the event of sustained adverse weather such as severe snow the service may be suspended in order to redirect resources to residual refuse collections. Service charges will not be refunded in any circumstances where collections do not take place.

An Assisted Collection Service is available if you are physically unable to manage the garden waste bin and no other arrangement can be made. If this service is already in place for your refuse and recycling bins, it will automatically be arranged for your garden waste bin. There will be no variation to the annual charge for this service.

3. Charges and Methods of Payment

The cost of the service is £39 per annum for the first bin and £29 per annum for any additional bins registered at your property. This charge covers the cost of emptying of the bin only. Payment can be made by annual direct debit, debit card or credit card; payment will not be accepted by any other means. No charge will be made for using a credit card. HDC reserves the right to charge an administration fee for payments processed via the telephone. Registration can take place at any time during the year on payment of the full annual charge.

All bin(s) supplied for the service are your property; charges apply for replacement of lost, damaged or additional bins. Bins will be supplied at no charge if the damage or loss is due to HDC's negligence.

4. Cancellation and Refunds

You must contact HDC if you wish to cancel the service. A full refund will be provided if HDC receives notification within 14 working days of you receiving these terms and conditions. Refunds will not be provided outside of the statutory period outlined in clause 5 of this agreement. If you persistently misuse the service, as outlined in clause 8, HDC reserves the right to cancel the service without refund. If a collection of garden waste should take place during the statutory period and you still wish to cancel the service, HDC reserves the right to charge for the collection and will refund the difference.

If you move house within the district then the service can be transferred to your new property, you must notify us and we will transfer the service within 10 working days. If you move away from the District during the term of the agreement no refund will be given. HDC will consider refund requests which fall outside the statutory period. Reasons for the refund request will need to be provided in writing.

5. Statutory Rights and Right to Cancel

These terms and conditions do not affect your statutory rights. You have fourteen working days (not including Saturdays, Sundays or public holidays) from receipt of these terms and conditions (or acceptance of them if signing up on line), to notify us that you wish to cancel the service. If you cancel within the statutory period then HDC will issue a refund within 15 working days. Notification must be received in writing, by email or through the website.

6. Contacting HDC

Most actions relating to the service can be completed through the Council's website at www.horsham.gov.uk/bins/garden-waste. You can also contact the Council in relation to this service by calling 01403 739459, emailing gardenwaste@horsham.gov.uk or writing to Operational Services, Parkside, Chart Way, Horsham, RH12 1RL.

7. Renewal

The service runs until 31st March 2020 and you will be notified of renewal arrangements and charges for subsequent years prior to this date. The service will terminate on this date if payment is not received. Direct Debit customers will be notified of the charges and the approximate date that these will be applied prior to the new service year commencing; if you wish to cancel the service then you must contact your bank or building society to cancel the Direct Debit mandate before the payment date.

8. Acceptable Material, Contamination and Overweight Bins

Only household garden waste may be placed in the bin. Garden waste may include grass cuttings, leaves, weeds, hedge trimmings, plant prunings, twigs and small branches (no larger than the width of your wrist), old or used compost. The garden waste must be placed loose in your bin and must not be placed in bags. Bins will not be emptied in the following circumstances:

- Contamination with material other than garden waste, including refuse, plastic bags, food, soil and stones
- Too heavy to be practically moved by one person or safely emptied by the collection vehicle
- Overflowing, lid not completely closed or additional material left next to or on top of the bin
- When material is jammed in or frozen in such a way that it does not fall out when the bin is inverted by the collection vehicle

If a bin is not emptied for these reasons then you must rectify the problem and re-present the bin on the next scheduled collection day.

HDC accepts no liability for bins used for any purpose other than for the collection of garden waste. Customers use the green bins at their own risk.

9. Data Protection Statement

HDC will only use the personal details you have provided for this service to contact you by letter, telephone, text messages, or email for matters related to the garden waste service and to inform you of any similar service provided by the Council that may be of interest to you. HDC will not send you emails about other Council Services without your permission or share this information with any other organisations unless required to do so in order to provide the service or as permitted by law. You may tell us at any time if you don't want to receive marketing communications from us by writing to us providing your full name, address and Garden Waste reference number. We will also use your information for analysis purposes in order to improve our service. This will be anonymised prior to any disclosure, e.g. under the Freedom of Information Act regarding service take-up volumes. Our full Data and Privacy statement concerning information we gather for this service can be viewed at horsham.gov.uk/privacy-policy